



Proposal for Total Network Assurance

Presented to

City of Appleton

10/23/2020



Your Total Office Solutions Provider

www. bennettoffice.com | 320.235.6425 | Willmar, MN

TABLE OF CONTENTS.

Executive Summary.	3
What You Should Expect.	4
Proposal.	5

EXECUTIVE SUMMARY.

Customer requires IT managed services for their organization. Total Network Assurance is designed to fulfill the total IT needs and requirements of small businesses and enhance the existing IT department of larger organizations. Total Network Assurance is set up and designed to fit each organizations unique needs and budget giving you a worry free network and affordable proactive support. With Total Network Assurance Bennett Office Technologies becomes your high level IT support team at an affordable price.

Total Network Assurance includes:

- Unlimited technical support
- Continuous 24 x 7 monitoring
- Quarterly reviews by a Virtual CIO
- Automated reporting
- Offsite backup, anti virus, anti malware, system updates
- Stabilize IT budget and costs
- Detect hardware and software problems
- Monitor system wide performance
- Prevent security risks

WHAT YOU SHOULD EXPECT.

Bennett Office Technologies has an industry standard checklist of specific items to review on a monthly and annual basis. Each environment is unique and is customized to your business.

What software services are included?

Each workstation included in the service has a RMM (Remote Monitoring Management) agent and anti-virus, each server included in the service has a RMM agent and anti-virus, 1 server off-site replication, and our monitoring policies.

What is included in the monitoring?

The list of policies and procedures to ensure effect equipment is ever changing. Some basic policies apply in every situation. Disk drive space, major event logs errors, scheduled task of Windows Utilities, Anti-virus detections and logs, and Windows patching are to name a few of the items. Some items are customized to the environment or specific needs of the customer.

Where is the offsite data stored?

Location of data is either located in Willmar or our remote data-center. The preferred location is Willmar, but our policy is if your data is within 25 miles of Willmar the preferred location will be a remote data-center.

Bennett Office Technologies

312 24th Ave SW, PO Box 978

Willmar, MN 56201

320-235-6425

www.bennettoffice.com



TO:

City of Appleton

323 W. Schlieman Ave.

Appleton, MN 56208

320-289-1363

Date: **10/23/2020**

Sales Rep: Bennett IT Services

P.O. Number:

Expire Date: 11/13/2020

REF# DQM4983

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Total Network Assurance	Total Network Assurance	1	\$0.00	\$0.00
Managed Service Users	Managed Service Users	5	\$140.00	\$700.00
Managed Service add WS	Managed Service additional workstations	6	\$25.00	\$150.00
NET TERMS: 30 DAYS				
THANK YOU FOR THIS OPPORTUNITY!				0.00
				0.00
Contract Per Month				\$850.00

PAGE 1 OF 1

Setup Fee: \$299.00

*Price does not include sales tax. Price does not include network setup or application configuration services.

This quote contains confidential information and is the intellectual property of Bennett Office Technologies and should only be viewed by the client identified on the quote.

Total Network Assurance Agreement

1. Term of Agreement

This Agreement between City of Appleton, herein referred to as Client, and Bennett Office Technologies, hereinafter referred to as Service Provider, is effective upon the date signed, shall remain in force for a period of one year and be reviewed quarterly to address any necessary adjustments or modifications. The Service Agreement automatically renews for a subsequent one year term beginning on the day immediately following the end of the Initial Term, unless either party gives the other thirty (30) days prior written notice of its intent not to renew this Agreement.

- a) After a minimum term of 90 days, this Agreement may be terminated by the client upon thirty (30) days written notice to the Service Provider.
- b) This Agreement may be terminated by the Service Provider upon thirty (30) days written notice to the Client.
- c) If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services. Client agrees to pay Service Provider the actual costs of rendering such assistance.

2. Fees and Payment Schedule

Fees will be assessed per Client seat on a Monthly basis, and will become due and payable on the first day of each month. Services will be suspended if payment is not received 14 days following date due. Fee schedule is as follows:

- a) \$850 per month. Sample of services Included: Unlimited regular computer technical support, 24x7 network monitoring , Anti-Virus/Anti-Malware, spam filtering , proactive maintenance, one license of ShadowProtect Backup and Disaster Recovery software, off-site backup storage, quarterly network performance audits, Virtual CIO Reviews for best practices and technology planning and annual network security and penetration testing.
- b) The monthly fee is based on 05 users, 11 workstations and 1 servers at the time of this agreement. Business expansion by the adding of additional new users, computers or servers is subject to standard labor rates for install and the monthly fee may need to be adjusted.

c) 3. Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

4. Coverage

Remote Helpdesk support of Client's IT networks will be provided to the Client by Service Provider through remote means between the hours of 7:00 am – 7:00 pm Monday through Friday, excluding public holidays. Network Monitoring Services will be provided 24/7/365. Hardware costs of any kind are not covered under the terms of this Agreement.

On-site Service Outside Normal Working Hours

On-site services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, or on public holidays, shall be subject to normal after hour rates.

Limitation of Liability

In no event shall the Service Provider be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

5. Excluded Services

Service rendered under this Agreement does not include:

1. Printer or copier hardware maintenance
2. Parts, equipment or software not covered by vendor/manufacturer warranty or support.
3. The cost of any parts, equipment, or shipping charges of any kind.
4. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind (except that which is provided by Service Provider).
5. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
6. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
7. Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider.

6. Confidentiality

Service Provider and its agents will not use or disclose Client information, except as necessary to or consistent with providing the contracted services, and will protect against unauthorized use.

7. Non-Solicitation

Client hereby agrees that it will not hire or contract with, directly or indirectly for employment, or as an independent contractor, any person assigned to Client, by Service Provider for a period of 12 months after the end date of this agreement.

8. Miscellaneous

This Agreement shall be governed by the laws of the State of Minnesota. It constitutes the entire Agreement between Client and Service Provider for monitoring/maintenance/service of computer

equipment. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client.

Each party agrees to submit any and all disputes concerning this Agreement, if not resolved between the parties, to binding arbitration under one (1) neutral, independent and impartial arbitrator in accordance with the Commercial Rules of the American Arbitration Association ("AAA"); provided, however, the arbitrator may not vary, modify or disregard any of the provisions contained in this Section. The decision and any award resulting from such arbitration shall be final and binding. The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration. Both parties shall equally share the fees of the arbitrator. The arbitrator may award attorney's fees to the prevailing party as determined by the arbitrator.

Service Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed in "Appendix B." Service Provider must deem any equipment/services Client may want to add to this Agreement after the effective date acceptable. The addition of equipment/services not listed in "Appendix B" at the signing of this Agreement, if acceptable to Service Provider, shall result in an adjustment to the Client's monthly charges.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Authorized Signature Service Provider Date

Authorized Signature Client Date

Printed Name and Title Client